

And the said parties of the first part hereby assent to the passage of a decree for the sale of the property hereby mortgaged, upon default as herein provided, and authorize the parties of the second part, or their duly authorized attorney or agent, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the power of sale herein conferred, shall be made pursuant to the provisions of the laws of Maryland and the Maryland Rules of Procedure, as amended or provided for at the time of such sale; and upon any such sale of the said mortgaged property the proceeds thereof shall be applied as follows: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, expenses, if any, required to correct any irregularities in the title, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of the security of this mortgage, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the same rate as on the principal indebtedness, due upon said land and premises at the time of sale, and a commission to the party making the sale equal to the commission allowed Trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; SECOND, to pay the whole amount then remaining unpaid of the indebtedness due the parties of the second part under this mortgage whether or not the same shall have matured, including interest thereon until final ratification of the auditor's account; to pay liens of record against said mortgaged property according to their priority of lien and to the extent that funds remaining are available; and LAST, to pay the proceeds, if any, to the parties of the first part, or to whomever may be entitled to the same. One-half (1/2) of such commissions, all attorney's fees and all such expenses and costs shall be paid by the party of the first part in the event that the mortgage indebtedness shall be paid after any advertising of said property but before sale thereof.

The parties of the first part covenant that they will warrant specially the property hereby mortgaged, and that they will execute such further assurances as may be requisite. All provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns. Whenever used herein and the context requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The mortgagors by execution of this instrument certifies that prior to such execution have received a fully executed agreement as to the contractual rate of interest relating to this transaction as required by Article 49 of the Annotated Code of Maryland, and a loan disclosure statement as required by law.

Witness our hands and seals.

*Norman L. Brown*  
 Norman L. Brown  
*Norman L. Brown*  
 Norman L. Brown

*J. William Costello* [SEAL]  
 J. William Costello  
*James L. Burke, Jr.* [SEAL]  
 James L. Burke, Jr.

STATE OF MARYLAND  
 COUNTY OF

On this 9th day of April

1974, before me, a Notary Public of

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8752

# Assignment

OF MORTGAGE FROM J. William Costello and James L. Burke, Jr.

Peter H. Gum, Shelley T. Gum, his wife; Phillip W. Gum; Audrey W. Gum; his wife; and Janet G. Lugenbeel and Harry R. Lugenbeel, her husband AS RECORDED IN OCT-6-80-A 28581 \$10.00

LIBER 936 FOLIO 808

MAIL TO Equity

The undersigned Mortgagees assign the within mortgage to Herbert L. Rollins, attorney, for the purpose of foreclosure, Dated the 31st day of July 1980.

*Peter H. Gum*  
 Peter H. Gum  
*Shelley T. Gum*  
 Shelley T. Gum

*Phillip W. Gum*  
 Phillip W. Gum  
*Audrey W. Gum*  
 Audrey W. Gum

*Janet G. Lugenbeel*  
 Janet G. Lugenbeel  
*Harry R. Lugenbeel*  
 Harry R. Lugenbeel  
 \$ 10.00

OCT 6 2 25 PM '80  
 STATE OF MARYLAND  
 NOTARY PUBLIC  
 J. WILLIAM COSTELLO